

4-0207

10 66

THIS BOOK DOES
NOT CIRCULATE

CLINTON TOWNSHIP
BOARD OF EDUCATION
1970-71 AGREEMENT

TABLE OF CONTENTS

PREAMBLE

ARTICLE I RECOGNITION

ARTICLE II SCOPE OF AGREEMENT AND NEGOTIATION PROCEDURE

ARTICLE III BOARD JURISDICTION

ARTICLE IV GRIEVANCE PROCEDURE

ARTICLE V ASSOCIATION PRIVILEGES

ARTICLE VI WORKING HOURS AND WORK WEEK

ARTICLE VII TEACHER ASSIGNMENTS

ARTICLE VIII LEAVES AND ABSENCES

ARTICLE IX HOSPITALIZATION

ARTICLE X PROFESSIONAL COMPENSATION

SCHEDULE A SALARY GUIDE

SCHEDULE B COMPENSATION FOR EXTRA-CURRICULAR
ACTIVITIES

PREAMBLE

This Agreement entered into this 28th day of April, 1970, by and between the Board of Education of Clinton Township, Annandale, New Jersey, hereinafter called the "Board", and the Clinton Township Elementary Education Association, hereinafter called the "Association". This Agreement shall be effective as of July 1, 1970 and shall continue in effect through June 30, 1971.

ARTICLE I
RECOGNITION

A. The Board hereby recognized the Association as the representative selected for the purposes of collective negotiation by the majority of teachers employed by the Board. The Association shall be the exclusive representative for collective negotiation concerning terms and conditions of employment of all the personnel listed below, whether under contract, on leave, on a per diem basis, employed or to be employed by the Board, including:

Classroom Teachers
Nurses
Physical Education Teachers
Teaching Principals
Librarians
Reading Teachers
Music Teachers
Permanent Substitutes
Art Teachers
Supplemental Teachers

but excluding:

Custodians
Teacher Aides
Non-Permanent Substitutes
Cafeteria Staff
Full-time Administrators
Secretaries
Part-time Help
Summer Help

B. Unless otherwise indicated the term "teachers", when used hereinafter in this Agreement, shall refer to all professional employees listed above represented by the Association in the negotiating unit as above defined, and references to male teachers shall include female teachers.

ARTICLE II
SCOPE OF AGREEMENT AND NEGOTIATION PROCEDURE

- A. This Agreement incorporates the entire understanding of the parties on all matters which were the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any matter whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
- B. Representatives of the Board and the Association shall meet at a regularly scheduled time and place once a month during the school year for the purpose of reviewing and discussing the administration of this Agreement. These meetings shall not be concerned with any grievance. Each party shall submit to the other, at least three (3) school days prior to the meeting, an agenda covering matters they wish to discuss. Meetings may be cancelled by mutual consent.
- C. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- D. Nothing in this Agreement which changes pre-existing Board policy, rules, or regulations shall operate retroactively unless expressly so stated.
- E. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, public laws 1968. Such negotiations shall begin no earlier than October 1, nor later than October 15 of the calendar year preceding the calendar year in which this Agreement expires.
- F. Any teacher participating in negotiations during normal school hours at the request of the Board, shall be released from his assigned duties for this purpose without loss of pay.

ARTICLE III
BOARD JURISDICTION

- A. The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations, to take whatever actions may be necessary to carry out the obligations of the Clinton Township School District.
- B. It is understood that teachers shall continue to serve under the direction of the superintendent of schools and in accordance with the Board and administrative policies, rules, and regulations, provided that the provisions of this Agreement shall supercede and prevail over any conflicting provisions.

ARTICLE IV
GRIEVANCE PROCEDURE

DEFINITION

A grievance shall mean a formal complaint instituted by a teacher by means of which he or his representative may appeal (a) the interpretation of policies, this Agreement, and administrative decisions affecting him and/or (b) the application of policies, this Agreement, and administrative decisions affecting him and/or (c) the violation of policies, this Agreement, and administrative decisions affecting him. A grievance to be considered under this procedure must be initiated by the teacher within thirty (30) days of the time the teacher knew or should have known of its occurrence.

PURPOSE

The purpose of the grievance procedure is to secure, at the lowest possible level, equitable solutions to the grievances which may arise from time to time affecting the terms and conditions of employment of teachers.

PROCEDURE

Level 1

A- Any teacher who has a grievance shall so declare that he is aggrieved to his principal and shall discuss it first with his principal or immediate superior in an attempt to resolve the matter at that level.

Level 2

A- If as a result of the discussion at Level 1, the grievance is not resolved to the satisfaction of the aggrieved teacher, within five (5) school days he shall set forth his grievance in writing to the principal.

B- The principal shall communicate his decision on the grievance to the teacher in writing within three (3) school days of receipt of the written grievance.

Level 3

A- The teacher, no later than five (5) school days after receipt of the principal's decision, may appeal the principal's decision to the superintendent of schools. The appeal to the

superintendent must be made in writing reciting the grievance submitted to the principal as specified in Level 2 and his dissatisfaction with the decision previously rendered.

B- The superintendent shall attempt to resolve the matter as quickly as possible within a period not to exceed ten(10) school days. The superintendent shall communicate his decision with reasons in writing to the teacher and the principal.

Level 4

A- If the grievance is not resolved at Level 3 to the teacher's satisfaction, the teacher may request, no later than five (5) school days after receipt of the superintendent's decision, a review by the Board. This request shall be submitted in writing through the superintendent of schools, who shall attach all related papers and forward the request within five (5) school days from the date of request for review to the Board.

B- The Board or a committee thereof, shall review the grievance, hold a hearing within fifteen (15) school days of receipt of the related papers with the teacher if such is deemed necessary by the Board or if such is requested by the teacher, and shall render a decision with reasons in writing within thirty (30) calendar days of receipt of the grievance by the Board or of the date of the hearing with the teacher, whichever comes later. The Board shall communicate its written decision to the teacher, the superintendent of schools, and to the principal.

Level 5

A- If the aggrieved teacher is not satisfied with the disposition of his grievance at Level 4, he may request in writing that the Association submit his grievance to fact-finding with recommendations. Such request must be made within fifteen (15) school days after the decision at Level 4. If the Association determines that the grievance is meritorious, it may elect within 15 school days of receipt of request to submit the grievance to fact-finding with recommendations. If the Association elects to submit the grievance to fact-finding with recommendations, the Association shall notify the Board

in writing within the above 15 school days of its decision.

B- Within ten (10) school days after such written notice of submission to fact-finding with recommendations, the Board and the Association shall attempt to agree upon a mutually acceptable fact-finder and shall obtain a commitment from said fact-finder to serve. If the parties are unable to agree upon a fact-finder or to obtain such a commitment within the specified period, a request for a list of fact-finders may be made to P.E.R.C. by either party. The parties shall then be bound by the rules and procedures of P.E.R.C. in the selection of a fact-finder.

C- The fact-finder so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his recommendation not later than twenty (20) calendar days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The fact-finder's recommendation shall be in writing and shall set forth his findings of fact, reasoning, and conclusions on the issues submitted. The fact-finder shall be without power or authority to make any recommendation which requires the commission of an act prohibited by law or which is violative of the terms of this agreement. The recommendation of the fact-finder shall be submitted to the Board and the Association and shall not be binding on the parties. The fact-finder's report may be made public.

D- The cost for the services of the fact-finder shall be borne equally by the Board and the Association.

REPRESENTATION

An aggrieved teacher or teachers may be represented at all levels of the grievance procedure by himself, or themselves or at his or their option, by a representative selected or approved by the Association. When an aggrieved teacher is represented by himself a representative of the Association shall be entitled to be present and to state the views of the

Association. The grievant, Board and school administration shall have the right to have present consultants and/or advisors of their choice. However the Board shall not be responsible for the salaries of the consultant and advisor of the grievant.

TERMINATION OF GRIEVANCES

Grievances appealed according to the grievance procedure of this Agreement shall terminate, and be deemed to be concluded after a decision is rendered at Level 4 in the following cases:

a. Any grievance occasioned by the failure of the Board to rehire a non-tenure teacher.

b. Any grievance occasioned by appointment of a teacher to or lack of appointment to, or retention of a teacher in or lack of retention in any position for which tenure is either not possible or not required.

c. Any rule or regulation of the State Commission of Education made pursuant to his rule making powers. However, this provision shall not apply to the misinterpretation, misapplication or violation of such rules or regulations.

d. Any matter which according to law is beyond the scope of Board authority.

e. Any procedure that is outlined and defined in Title 18 A.

f. Any grievance for which a method is prescribed by law for resolving said grievance.

MISCELLANEOUS

1- Nothing in this grievance procedure shall be construed as limiting the right of any teacher having a potential problem to discuss the matter informally with any appropriate member of the school administration and having the problem adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

2- Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should

be made to expedite the process.

3- Failure at any step of this grievance procedure to communicate the decision on a grievance within the specified time limits shall allow the aggrieved teacher to proceed to the next level permitted. Failure at any step of this procedure to appeal a grievance to the next step permitted within the specified time limit shall be deemed to be acceptance of the decision rendered at that step.

4- It is understood that employees shall, during, and not withstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

5- It shall be the general practice to process grievances during times which do not interfere with assigned duties of teachers, provided however, in the event the Board and the fact-finder agrees to hold the proceedings during regular working hours, a teacher and an Association representative participating in any level of the grievance procedure, with any representative of the Board, shall be released from his assigned duties for that purpose without loss of salary.

6- Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly, by the superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

7- All documents, communications, and records, dealing with the processing of a grievance shall be filed in a separate grievance folder and shall not be kept in the personnel folder of any of the participants.

ARTICLE V
ASSOCIATION PRIVILEGES

- A. Association business may be conducted on school premises provided it does not interfere with the normally scheduled classes or assignments of a teacher.
- B. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. Permission of the superintendent or his designee shall be required. Such permission shall not be withheld unreasonably.
- C. Posters or announcements pertaining to Association affairs shall not be posted on bulletin boards in any area accessible to the public or to the students unless such have first been approved by the superintendent.
- D. The Association shall have the privilege of using school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines and all types of audio-visual equipment, excluding superintendent's and Board's offices and equipment, when such equipment is not otherwise in use, with permission of the principal, provided that this shall not interfere with or interrupt normal school operations. Association shall furnish all materials and supplies to be used.
- E. The Association shall have, in each school building, the exclusive use of a bulletin board, the location to be designated by the superintendent.
- F. The Association shall have the privilege of using the inter-school mail facilities and school mail boxes as it deems necessary. The administration is not responsible for Association mail.

ARTICLE VI
WORKING HOURS AND WORK WEEK

1. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities. These responsibilities include:
 - a. Careful daily preparation
 - b. Attendance at staff meetingsand, whenever appropriate,
 - c. Participation in school activities such as:
attendance at one open house per year, field trips,
and public performances of children in plays, concerts
athletic activities, graduation and dances.

However, nothing contained herein prohibits or limits the right of the Board from assigning the extra duties normally associated with the teaching profession. Such assignments shall be distributed equitably: be appropriate as to hours and number of assignments; such assignments must be relative to the school program.

2. The normal in-school work day, not including normal and traditional extra-curricular activities of the teaching profession, shall consist of seven (7) hours. Teachers shall be at their assigned stations at least twenty five (25) minutes before the opening of the pupils' school day and shall remain at least twenty five (25) minutes after the close of the pupils' school day; except Fridays and days preceding school holidays, fifteen (15) minutes or after all scheduled busses have departed, whichever is the later. All teachers will indicate their presence in their building by signing in and signing out.

3. Teachers assigned to normal and traditional extra-curricular activities associated with the teaching profession, will carry out these assignments outside the normal work day if requested by the administration. Assignments will be compensated for as specified in the article of this Agreement entitled "Professional Compensation". Assignments not listed under the "Professional Compensation" article will not receive extra compensation. Teachers volunteering, or, in the case

of emergency, assigned by the superintendent to traditional extra curricular activities associated with the teaching profession, will fulfill said assignments based on existing procedures of operations.

4. It is understood that teachers are expected to devote sufficient time for thorough daily preparation after the normal work day.
5. Teachers shall have a daily duty free lunch period of thirty (30) minutes.
6. Teachers may leave their building during their duty free lunch period without requesting permission providing they sign out before leaving; and sign in upon returning. It is understood that teachers are to be at their assigned stations promptly upon completion of their duty free lunch period.
7. Teachers may be required to remain after the end of the normal work day without additional compensation once a week or, additionally in case of emergency, for the purpose of attending professional meetings as requested by the superintendent or building principal. The duration of each such meeting will be no more than ninety (90) minutes.

ARTICLE VII
TEACHER ASSIGNMENTS

1. The superintendent has the right to assign all personnel to their specific positions as necessitated by the requirements of the school system. The superintendent shall give notice of assignments to teachers by June 1st, except in cases of emergency.
2. The superintendent shall post a notice on a specific bulletin board in each building of a list of vacancies as they become known during the school year. During the summer a person designated by the Association, shall supply an address of record to which notification of existing vacancies shall be mailed.
3. During the school year, teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building must file a written statement of such desire with the superintendent, not later than fifteen (15) days after the notice of vacancies. Any teacher desiring a change in grade assignment or transfer, relative to summer vacation, shall file said written request by June 15th with the superintendent.
4. The parties recognize that changes in grade assignments in the elementary schools, changes in subject assignments and transfers between schools may be necessary. While the right of determination to assign or transfer a teacher is vested in the Board, the administration will not, in any case, assign or transfer a teacher without prior discussion with said teacher. Such transfers or changes of assignments shall be at a voluntary basis whenever possible, with teacher competence and teacher preference being considered and seniority of time of service in the Clinton Township School System being honored as equitably as possible. In making involuntary assignments or transfers, the convenience and wishes of the individual teacher will be honored to the extent that these considerations do not conflict with the instructional requirements and best interests of the school system and the pupils. Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practicable.

ARTICLE VIII
LEAVES AND ABSENCES

1. Sick leave shall be granted only as a result of personal disability due to illness or injury. All full-time teachers employed for the entire school year will be granted ten (10) days sick leave per year. Such leave granted by the Board will be accumulative with no maximum limit. Proof of illness signed by a physician may be required by the superintendent at any time.
2. Part-time teachers will be granted sick leave on a pro-rated basis of hours worked, such leave to be accumulative.
3. Full-time teachers employed after the beginning of the school year will be granted sick leave computed on the basis of a straightline pro-rated distribution of 1/10 of a school year equalling one day of sick leave, or one day of sick leave for each month of service.
4. There shall be no vested interest in sick leave. No sick leave other than that earned under this article shall be granted.
5. In case of death of a member of the immediate family (family as herein used means parents, spouse, brother, sister, own or adopted children, grandchildren, grandparents, mother-in-law, father-in-law, son-in-law, and daughter-in-law) of any teacher, or the death of any relative who lived in the household of the teacher immediately preceding the death, such teacher shall be excused without loss of pay or sick leave for a period not to exceed five (5) school days. The number of days to be excused will be determined by the superintendent. Such leave shall not be accumulative.
6. If a teacher is called to jury duty, or subpoenaed to appear as a witness in court, he shall receive full pay from the school.
7. Two personal days per academic year, non-accumulative, may be granted, entirely at the discretion of the superintendent, provided, that the teacher requesting the personal day states to the superintendent that the activity is such that it requires the teacher's presence during the school day and is of

such a nature that it cannot be attended to at a time when schools are not in session.

a. The purpose of this leave is to relieve teachers of financial hardship in situations over which they have no control.

b. Application for a personal business leave must be submitted in writing at least one week in advance (except in the event of an emergency when a shorter notice may be acceptable).

c. A personal business leave day shall not be granted for the day preceding or the day following holidays or vacations, and the first and last days of the school year, except in cases of emergencies as determined by the superintendent.

d. The superintendent retains the right to deny leave if insufficient teachers are available to adequately staff the school.

8. Leaves of absence without pay may be granted by the Board only to tenure teachers.
9. Time spent on leave granted under paragraph 8 will not be considered in determining salary or benefits, except as required by law or when, in the opinion of the superintendent and approval of the Board, the work or study experience obtained while on leave is directly applicable to his teaching responsibilities and is at least equivalent to the experience he would have received had he remained in active employment by the Board.
10. Leaves of absences, for maternity or adoption reasons will be granted to tenure teachers without pay. For maternity reasons such leave shall become effective four (4) months prior to the anticipated date of birth of the child and shall terminate twelve (12) months after the birth of the child, except in cases of stillbirth, in which case the teacher may return to her position at an earlier date with her doctor's permission and providing a vacancy exists. For adoption reasons such leave shall become effective upon her receiving custody of the infant or upon a date which is required to

fulfill requirements of the adoption, and shall terminate twelve (12) months after the date of custody of the infant or the earlier required date. At the termination of such adoption leave the teacher may return to her position providing a vacancy exists. Upon recommendation of the superintendent and approval of the Board, a teacher may leave at an earlier or later date or return at an earlier date than provided herein.

11. All benefits to which a tenure teacher was entitled at the time his leave of absence commenced shall be restored to him upon his return. However, the superintendent retains the right to assign the returning teacher within the requirements and best interests of the school system.

ARTICLE IX
HOSPITALIZATION

The Board will provide employee hospitalization coverage to all full-time teacher employees under a plan to be adopted by the Board. The Board will also provide to all full-time teacher employees 20 percent of the cost of family hospitalization coverage under the same plan. A summary of the major provisions of the plan is attached.

A teacher employee must work a minimum of twenty (20) hours per week to qualify for hospitalization coverage.

A teacher may continue in the plan after retirement. The retiree will be responsible for all premium involved.

The plan described in the attachment will become effective July 1st, 1970.

SUMMARY OF THE PROVISIONS OF THE PLAN
FOR EMPLOYEES AND DEPENDENTS

Major Medical Insurance

Hospital Bills:

First \$10,000 of eligible expenses for room and board and other hospital services paid in full, plus 80% of these expenses in excess of \$10,000.

For private accommodations, room and board charges in excess of the hospital's standard semi-private room rate will not be eligible.

Hospital Visits by Doctor

Daily limit..... \$7.00

Maximum payment..... \$ 840.00

Surgical Expenses

The fee the employee's doctor charges for an operation will be paid up to the amount listed in the surgical schedule, the highest being \$675. The maximum payment under the schedule during any 24 hour period is \$1,350.

Diagnostic X-ray and Laboratory Examinations

Maximum payment during any calendar year..... \$100.00

Supplemental Accident Coverage

Maximum for each accident..... \$300.00

Other Eligible Expenses

After employee or a covered dependent has satisfied the deductible described below within a calendar year, the Plan will pay 80%* of all additional eligible expenses incurred by that individual during the rest of the year.

*50% of the eligible expenses in the case of certain treatment of mental illness and nervous disorders.

The deductible is the first \$100 of eligible expenses, not counting those paid under other parts of the Plan, incurred by the individual during the calendar year.

Maximum Payment - For employee and each dependent:

Overall maximum for all causes \$40,000.

Not more than \$10,000 to be paid for all mental illnesses and functional nervous disorders.

Maternity benefit - Pays up to.....Full Service

HOW MEDICARE AFFECTS GROUP COVERAGE

An employee's or spouse's Major Medical coverage will terminate on the day preceding the date the individual can first be covered under the U.S. Government Medicare Program. However a Supplementary Plan, as outlined in the certificate, is available to help pay certain expenses not fully covered by Medicare.

SERVICE WAITING PERIOD

None

NO RESTRICTION ON EARNINGS

INTENSIVE CARE IS COVERED IN FULL

ARTICLE X
PROFESSIONAL COMPENSATION

1. The salaries of teachers covered by this Agreement are set forth in Schedule A which is attached hereto and made a part of this Agreement.
2. All certificated teachers will be placed on guide according to their educational qualifications and years of teaching experience.
3. Credit for up to four (4) years of military service will be granted for placement on the salary guide as per State Law.
4. Compensation for extra-curricular activities is set forth in Schedule B which is attached hereto and made a part of this Agreement.
5. Compensation for use of teacher's automobile on school business, with the prior approval of his principal, shall be at the rate of ten (10) cents per mile.
6. Teachers salary shall be paid in twenty (20) equal semi-monthly installments with the option to authorize summer payment deductions as per State Law. These funds shall be paid to the teacher at the end of the academic year or in two (2) equal payments; July 15th and August 15th. Teachers will indicate their desire to participate in the plan and will elect form of payment on forms provided by the administration, when employment begins.
7. If a teacher obtains a higher degree or equivalent as specified by the salary guide, he will be placed on the proper place on the guide within thirty (30) days after attainment of such degree and notification of such attainment is received by administration.
8. Necessary expenses, as approved by the superintendent, incurred by teachers on field trips and class trips approved by the superintendent will be reimbursed by the Board.
9. The Board will reimburse individual teachers, up to a maximum of \$75.00 per course, the tuition cost of one graduate course per teacher during the one year period of this Agreement. In order to qualify for such reimbursement, a teacher must obtain approval of the superintendent for the

course and submit to the superintendent evidence of satisfactory completion of the course. Reimbursement will be made to the teacher by October 1st of the following school year.

SCHEDULE A

Contract	Non-Degree	B.S. Degree	B.S. + 15 Grad. Cr.	Masters or 30 Grad. Cr.	Master in Field	Master + 30 Grad. Cr.
1	6900	7400	7500	7700	8100	8700
2	7150	7650	7750	7950	8400	9000
3	7400	7900	8000	8200	8700	9300
4	7700	8200	8300	8500	9000	9600
5	8000	8500	8600	8800	9300	9900
6	8300	8800	8900	9100	9600	10,200
7	8600	9100	9200	9400	9900	10,500
8	8900	9400	9500	9700	10,200	10,800
9	9200	9700	9800	10,000	10,500	11,100
10	9500	10,000	10,100	10,300	10,800	11,400
11	9850	10,350	10,450	10,650	11,150	11,750
12	10,200	10,700	10,800	11,000	11,500	12,100
13	10,550	11,050	11,150	11,350	11,850	12,450
15	10,900	11,400	11,500	11,700	12,200	12,800

SCHEDULE A

SCHEDULE B
COMPENSATION FOR EXTRA-CURRICULAR ACTIVITIES

Interscholastic Athletic Coaching	\$200 Per Sport
Intramural Athletics	\$100 Per Person Per Sport
Refereeing - Interscholastic Athletic Events	\$5.00 Per Game

